

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 500**

Petitioner,

And

GOUCHER COLLEGE,

Employer.

Case No.: 05-RC-139478

EXCEPTIONS TO THE HEARING OFFICER’S REPORT ON CHALLENGES

Pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (“NLRB” or “Board”), Goucher College (“Goucher” or “the Employer”), excepts to the Hearing Officer’s Report on Objections¹ as follows:

1. To the Hearing Officer’s conclusion that “the uncertainty surrounding the renewal of contracts and the continuation of employment for all non-tenure track faculty included in the unit supports a conclusion that as to visiting/replacement faculty, the stipulated unit language is ambiguous.” (Report, p. 8).²

2. To the Hearing Officer’s conclusion that “the parties’ intentions are unclear as to whether there was agreement to include or exclude or exclude visiting faculty from the unit, and differentiating visiting/replacement faculty from non-tenure track faculty is problematic.” (Report, p. 9).

¹ Goucher’s brief in support of these exceptions is being submitted contemporaneously herewith.

² Citations to the Hearing Officer’s Report are in the following format: Report, p. --

3. To the Hearing Officer's conclusion that "it is not unreasonable to assume that [Joseph Briggs] may again be offered a contract of employment for the fall 2015 semester." (Report, p. 9).

4. To the Hearing Officer's reliance on *University of Virginia and State Agricultural College*, 223 NLRB 423 (1976), and *Rensselaer Polytechnic Institute*, 218 NLRB 1435 (1975). (Report, p. 9).

5. To the Hearing Officer's conclusions that "[d]uring the term of Briggs' employment with [Goucher], he has an interest in the terms and conditions of employment" and "[t]he expiration of Briggs' employment contract is not any more finite than the expiration of a semester-long employment contract held by a part-time faculty member." (Report, p. 9).

6. To the Hearing Officer's recommendation that Goucher's challenge to Joseph Briggs's ballot be overruled. (Report, p. 9).

7. To the Hearing Officer's conclusion that "during the time period between the filing of the petition, October 24, and the mailing of the ballots on November 25, [Jeffrey] Dowd had a reasonable expectation that his contract would be renewed." (Report, p. 10).

8. To the Hearing Officer's reliance on *Pen Mar Packing Corp.*, 261 NLRB 874 (1982), because that precedent is not applicable to Dowd's situation. (Report p. 10).

9. To the Hearing Officer's conclusion that "despite having a contractual end date, Dowd was informed initially that he might be renewed for the following academic year" and that therefore, "[h]e had reason to believe that the end date of his employment was not set in stone." (Report, p. 10).

10. To the Hearing Officer's conclusion that Goucher failed to meet its burden to show that "visiting faculty do not share a community of interest with the stipulated unit." (Report, p. 10).

11. To the Hearing Officer's recommendation that Goucher's challenge to Jeffrey Dowd's ballot be overruled. (Report, p. 10).

12. To the Hearing Officer's conclusion that Madeline Fairbairn, by virtue of her title of "post-doctoral teaching fellow," shares a community of interest with the stipulated unit, regardless of the temporary, finite nature of her employment. (Report, p. 11).

13. To the Hearing Officer's recommendation that Goucher's challenge to Madeline Fairbairn's ballot be overruled. (Report, p. 11).

14. To the Hearing Officer's conclusion that "on the eligibility date [October 23, 2014], [Daniel] Kimball was employed as a non-tenure track faculty teaching one or more for-credit courses and his future employment uncertain" and that "at that time, [Goucher] may have denied the tenure track position, may have renewed his employment for another year, or may have hired him into the tenure track position." (Report, p. 11).

15. To the Hearing Officer's reliance on *Personal Products Corp.*, 114 NLRB 959, 961 (1955), as it is inapplicable to Kimball's situation. (Report, p. 11).

16. To the Hearing Officer's finding that Goucher failed to meet its burden to show that Kimball's "employment had a clear end date or that Kimball did not have a reasonable expectation of continued employment with [Goucher]." (Report, p. 12).

17. To the Hearing Officer's recommendation that Goucher's challenge to the ballot of Daniel Kimball be overruled. (Report, p. 12).

18. To the Hearing Officer's failure to find that Jay Thompson's position was being eliminated, and that the decision to eliminate that position was made in spring 2014, well before the petition was filed in this case. (Report, p. 13).

19. To the Hearing Officer's conclusion that Thompson's employment did not have a definite end date. (Report, p. 13).

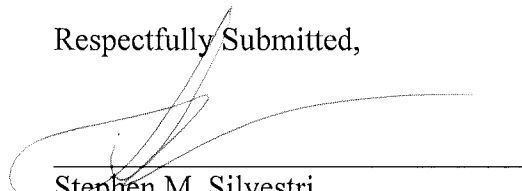
20. To the Hearing Officer's finding that Goucher failed to meet its burden to show "that on the eligibility date, Thompson's employment end was reasonably ascertainable." (Report, p. 13).

21. To the Hearing Officer's recommendation that Goucher's challenge to the ballot of Thompson be overruled. (Report, p. 13).

22. To the Hearing Officer's recommendation that the challenges to the ballots of Joseph Briggs, Jeffrey Dowd, Madeline Fairbairn, Daniel Kimball, and Jay Thompson be overruled and that their ballots be opened and counted. (Report, p. 13).

WHEREFORE, Goucher respectfully requests the foregoing Exceptions to the Hearing Officer's Report on Challenges be sustained, and that the Board order that the ballots of Briggs, Dowd, Fairbairn, Kimball and Thompson not be opened and counted.

Respectfully Submitted,



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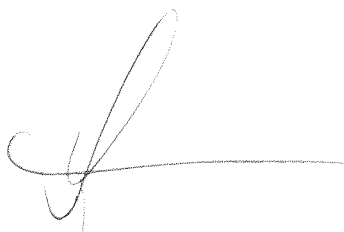
Counsel to the Employer, Goucher College

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of February, 2015, a copy of the foregoing Exceptions and accompanying Brief in support thereof were e-filed with the Executive Secretary, and a copy was sent by electronic mail to the following representative of SEIU, Local 500:

Stephen Schwartz, Esquire
Schwartzs@seiu500.org

and by Facsimile to Region 5 at (410) 962-2198.

A handwritten signature in black ink, appearing to read 'Stephen Silvestri', with a long horizontal line extending to the right.

Stephen Silvestri